QUASI CONTRACTS — RECOVERY FOR WORK PERFORMED UNDER MISTAKE. — Plaintiff was under contract with the postal authorities to transport the mails between the post office and the defendant company's trains. The relations of the plaintiff with the defendant were controlled by the postal regulations, which provide that railroad companies shall place their mail cars at points accessible to the mail messenger for wagon service, and that if the cars are not so placed the company must receive mail from and deliver to the messenger at a point accessible to his wagon. Defendant placed its mail cars at such a point that it was necessary to carry the mail across the station platform. Plaintiff did not believe it was his duty to do this work, but the company's agent insisted that he should do it, and the plaintiff complied under protest. Upon discovering that it was not his duty to do the work he brought this action to recover for the labor performed. *Held,* that the plaintiff was entitled to recover for the work performed. *Grossbier* v. *Chicago, St. P., M. & O. Ry. Co.* (Wis., 1921), 181 N. W. 746.

The court adopts, and incorporates into its opinion, the language of Mr. Justice Collin, in *Miller* v. *Schloss,* 218 N. Y. 400, as follows: "A quasi or constructive contract rests upon the equitable principle that a person shall not be allowed to enrich himself unjustly at the expense of another. In truth it is not a contract or promise at all. It is an obligation which the law creates." It seems clear in the principal case, that the company had been enriched at the plaintiff's expense, and that the doctrine of unjust enrichment was rightly applied. The fact that the plaintiff might have found out, by proper inquiry, that it was not his duty to do the work, cannot bar his right of recovery. *Devine* v. *Edwards,* 101 Ill. 138; *Rutherford* v. *McIvor,* 21 Ala. 750. See also WOODWARD ON QUASI CONTRACTS, page 16. The agent of the company insisted that the plaintiff was bound to do the work, and the work having been performed in pursuance of the agent's demand, the company is bound to recompense him. Accord: *McClary* v. *The Michigan Central R. R. Co.,* 102 Mich. 312. Contra: *Johnson* v. *Boston & M. R. Co.,* 69 Vt. 521, on the ground that the plaintiff was merely an officious volunteer. The case of *Blowers* v. *Southern Ry.,* 74 S. C. 221, is a similar case on the facts presented, although in that case the work was not performed at the request of the company. It was, however, done with the company's knowledge and acquiescence, and the court held that the plaintiff was entitled to recover for the work performed. *Columbus, H. V. & T. Ry. Co.* v. *Gaffney,* 65 Ohio St. 104, is hardly distinguishable, on the facts, from the *Blowers* case, but there the plaintiff brought his action on the basis of an express contract. The court held that there was no such contract and refused to allow a recovery. While these cases are rather unusual on the facts, the principle involved is one of common application which the courts have recognized constantly in deciding cases of this general nature. *Dame* v. *Woods,* 73 N. H. 222; *Highway Com'rs.* v. *Bloomington,* 253 Ill 164; *Hamby* v. *Collier,* 136 Ga. 309.